

2. Denied. The allegations of paragraph 2 of the Crossclaim constitute conclusions of law to which no response is required.

3. Denied. The allegations of paragraph 3 of the Crossclaim constitute conclusions of law to which no response is required.

4. Denied. The allegations of paragraph 4 of the Crossclaim constitute conclusions of law to which no response is required.

5. Denied. The allegations of paragraph 5 of the Crossclaim constitute conclusions of law to which no response is required.

WHEREFORE, Clearwire respectfully request that this Court enter judgment in its favor and against Plaintiffs, and, to the extent necessary, in its favor and against co-defendants Walnut Park Plaza, LLC and Equity Management II, LLC, and that costs and fees be assessed against Plaintiffs and/or co-defendants Walnut Park Plaza, LLC and Equity Management II, LLC, and further request such other relief, together with costs, disbursements, and attorneys' fees, as the Court deems just and proper.

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CERTIFICATE OF SERVICE

I certify that on June 28, 2011, I filed the foregoing Answer using the Court's CM/ECF system, which will send e-mail notification of the filing to all counsel of record. These documents are available for viewing and downloading via the CM/ECF system.

I further certify that on June 28, 2011, I served the foregoing Answer by U.S. Mail on the following:

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/s/ John G. Papianou